Hainesville Road Bike F Consultant Agreement	Path Segment IIb; Phase II:	Agenda Item #_
		Accounts Payable (1) cert. Transportation (2) cert.
STATE OF ILLINOIS)	

STATE OF ILLINOIS)
) SS
COUNTY OF LA K E)

COUNTY BOARD, LAKE COUNTY, ILLINOIS REGULAR SEPTEMBER, A.D. 2008 SESSION SEPTEMBER 09, A.D. 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement between Lake County and Hampton, Lenzini and Renwick, Inc., Elgin, Illinois, for the provision of Phase II engineering services (Design Engineering) for the proposed bike path along Hainesville Road (County Highway 24) from Illinois Route 120 to 175 feet south of Heritage Trail and including a bridge to cross a wetland located within this segment (Segment IIb) at a maximum cost of services described of \$64,527.00. This resolution appropriates \$72,000.00 of Matching Tax funds for these engineering services designated as Section 08-00072-11-BT.

WE RECOMMEND adoption of this Resolution.

Drand Kelly	Nay	Aye Nay
Chair Vice-Chair		Chair Mice-Chair
Michael & alrett /	-	Wice-Chair Chair
Inistayas -		Constanting -
		Drann O'Kelly

Public Works and Transportation Committee

Financial and Administrative Committee

Municipality		1 1
Township	L O C A A L C O C A L C O C Transportation	Name Hampton, Lenzini and Renwick, Inc N Address S 380 Shepard Drive
County Lake County – Division of Transportation Section 08-00072-11-BT	A G Preliminary Engineering E Services Agreement For C Motor Fuel Tax Funds Y	L City Elgin N State Illinois 60123
supervision of the State Department of	ER) and covers certain professional engine	y the State of Illinois under the general
	Section Description	
Name <u>Hainesville Bike Trail</u>		
Route CH 24 (along) Length 0.1	•	(Structure No)
Termini Belvidere road to (south of) F	Heritage Trail	
Description: Preparation of bike path lay and pedestrian bridge.	yout, permits, easements and final plans,	specifications for the bike path
The Engineer Agrees,	Agreement Provisions	
· ·	performance of the following engineering re described, and checked below:	services for the LA, in connection with the
a. Make such detailed surveys a		
	is are necessary for the preparation of de	tailed roadway plans
 b. Make stream and flood plain h of detailed bridge plans. 		ata, and flood histories for the preparation
 b. Make stream and flood plain hof detailed bridge plans. c. Make or cause to be made suranalyses thereof as may be re 	nydraulic surveys and gather high water of ch soil surveys or subsurface investigation equired to furnish sufficient data for the de	ata, and flood histories for the preparation ns including borings and soil profiles and esign of the proposed improvement
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 b. Make stream and flood plain in of detailed bridge plans. c. Make or cause to be made sure analyses thereof as may be result investigations are to be result investigations are to be result investigations are to be result furnish sufficient data for the description. e. Prepare Army Corps of Engine Department of Natural Resource Change sketch, Utility plan and Change sketch, Utility plan and high water effects on roads and high water effects on roads with one (1) copy of each deall documents, if required, shall 	ch soil surveys or subsurface investigation equired to furnish sufficient data for the demade in accordance with the current required to furnish sufficient data for the demade in accordance with the current required that traffic studies and counts and special idesign of the proposed improvement. Deers Permit, Lake County Stormwater Macces-Office of Water Resources Permit, Bod locations, and Railroad Crossing work as sign and Hydraulic Report, (including economy overflows and bridge approaches. Detailed plans, special provisions, proposation of the furnished to the LA by the ENGINEE.	ata, and flood histories for the preparation ns including borings and soil profiles and esign of the proposed improvement. irrements of the DEPARTMENT. Intersection studies as may be required to Adanagement Commission Permit, ridge waterway sketch, and/or Channel agreements. Inomic analysis of bridge or culvert types) as and estimates of cost and furnish the LA ronic format. Additional copies of any or R at his actual cost for reproduction.
 b. Make stream and flood plain in of detailed bridge plans. c. Make or cause to be made suganalyses thereof as may be resuch investigations are to be resuch investigations	ch soil surveys or subsurface investigation equired to furnish sufficient data for the demade in accordance with the current required to furnish sufficient data for the demade in accordance with the current required the first studies and counts and special design of the proposed improvement. Deers Permit, Lake County Stormwater Maces-Office of Water Resources Permit, Bod locations, and Railroad Crossing work assign and Hydraulic Report, (including economy overflows and bridge approaches. Detailed plans, special provisions, proposation occument in both hardcopy and elected the furnished to the LA by the ENGINEE drafts in duplicate of all necessary rights.	ata, and flood histories for the preparation ns including borings and soil profiles and esign of the proposed improvement. irrements of the DEPARTMENT. Intersection studies as may be required to Adanagement Commission Permit, ridge waterway sketch, and/or Channel agreements. Inomic analysis of bridge or culvert types) as and estimates of cost and furnish the LA ronic format. Additional copies of any or R at his actual cost for reproduction.

	j. Prepare the necessary environmental documents DEPARTMENT's Bureau of Local Roads & Streets	in accordance with the procedures adopted s.	d by the
	k. Prepare the Project Development Report when rec	quired by the DEPARTMENT.	
(2)	That all reports, plans, plats and special provisions to be f be in accordance with current standard specifications and understood that all such reports, plats, plans and drafts st LA and the DEPARTMENT.	policies of the LA and of the DEPARTM	ENT. It is being
(3)	To attend conferences at any reasonable time when reque	ested to do so by representatives of the LA	or the Department.
(4)	In the event plans or surveys are found to be in error durin survey corrections are necessary, the ENGINEER agrees though final payment has been received by him. He shall minimum delay to the Contractor.	that he will perform such work without exp	ense to the LA, even
(5)	That basic survey notes and sketches, charts, computation pursuant to this AGREEMENT will be made available, upo without restriction or limitations as to their use.	ns and other data prepared or obtained by on request, to the LA or the DEPARTMENT	the Engineer I without cost and
(6)	That all plans and other documents furnished by the ENGI and will show his professional seal where such is required	NEER pursuant to this AGREEMENT will by law.	be endorsed by him
The	LA Agrees,	•	
1.	To pay the ENGINEER as compensation for all services pe accordance with one of the following methods indicated by	erformed as stipulated in paragraphs 1a, 1	g, 1i, 2, 3, 5 and 6 in
		of the awarded contract cost of the propos	sed improvement as
,	b. A sum of money equal to the percent of the awarde the DEPARTMENT based on the following schedule	d contract cost for the proposed improven	nent as approved by
	Schedule for Percentages Bas	sed on Awarded Contract Cost	
	Awarded Cost	Percentage Fees	
	Under \$50,000	·	_ (see note) _ %
			%
			%
	Note: Not necessarily a percentage. C	ould use per diem, cost-plus or lump sum	
- T a 1	to pay for services stipulated in paragraphs 1a, 1b, 1c, 4d, ost of performing such work plus performing such work plus "actual cost" being defined as material cost plus payrolls, if raveling and other out-of-pocket expenses will be reimburs pproval of the LA, the ENGINEER may sublet all or part of the 1j. & 1k. If the ENGINEER sublets all or part of this workercent service charge.	us 100 percent to cover profit, overhead a insurance, social security and retirement of sed to the ENGINEER at his actual cost. If the services provided under the paragraph	nd readiness to serve deductions. Subject to the oh 1b, 1c, 1d, 1e, 1f,
w se	Cost to Engineer" to be verified by furnishing the LA and the ork. The classifications of the employees used in the workervices performed. If the personnel of the firm, including the permally be performed by lesser-salaried personnel, the way	k should be consistent with the employee he Principal Engineer, perform routine ser	classifications for the vices that should

The Total Not-to-Exceed Contract Amount shall be \$64,527.00

the work performed.

- 3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

- 4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 100 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as in paragraph 2 of THE LA AGREES.
- 5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 100 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

- 1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

which shall be considered as an original by their duly at	utionzed onicers.
Executed by the LA:	
	County of Lake of the
ATTEST:	(Municipality/Township/ County)
Ву	State of Illinois, acting by and through its
Lake County Cle	erk By
(Seal)	Title Chairman of the County Board
	RECOMMENDED FOR EXECUTION
	Martin G. Buehler, P.E. Director of Transportation/County Engineer Lake County
Executed by the ENGINEER:	Hampton, Lenzini and Renwick, Inc.
	Engineering Firm 380 Shepard Drive
ATTEST:	Street Address Elgin, Illinois 60123
Steven W. Megginson, V.E. B.E.	By Muchael Y. Berry
itle Vice President	Michael G. Berry, P.E., S.E. Title Executive Vice President
Approved	
Date	
Department of Transportation	
Regional Engineer	
County Engineer On behalf of IDOT pursuant to Agreement	

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 2. Establishing a drug free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the grantee's or contractor's policy of maintaining a drug free workplace;
 - c. any available drug counseling, rehabilitation and employee assistance programs; and
 - d. the penalties that may be imposed upon an employee for drug violations.
- Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.
- 5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- 6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

Sture W Meggnson
Signature of Authorized Representative

36-2555986

Requisition/Contract/Grant

ID Number

Steven W. Megginson, Vice President
Printed Name and Title

8-22-08

Date



Lake County Department of Transportation Hainesville Bike Trail Section 08-00072-11-BT Phase I & II Engineering

Scope of Work

I. INTRODUCTION

The Lake County DOT intends to construct a Bicycle / Pedestrian path along Hainesville Road between Belvidere Road to a point south of Heritage Trail Road. The path will consist of an atgrade path and a prefabricated pedestrian bridge over an existing wetland/ detention area.

The LCDOT has provided HLR with a current wetland delineation report, site survey, right-of-way strip map and contract plans for adjacent sections of the path. The following is a detailed scope of services for this contract.

II. SCOPE OF SERVICES

The project limits include the eastern right-of-way of Hainesville Road extending north from the northeast intersection with Belvidere Road in Hainesville. The section will extend approximately 400 ft along a commercial development and then 400 ft through and over an existing subdivision detention area. It is anticipated a pedestrian bridge will be used to cross this detention area in order to reduce wetland impacts and minimize detention volume displacement. The remaining section will connect the path to existing path sections being constructed up to Heritage Trail Road.

Task 1 - Survey & Data Collection

HLR will review and analyze the existing survey information and project-related data and records provided by Lake County.

HLR may conduct a brief topographic survey to verify information and include any additional limits necessary of the project. This may depend on the proposed bridge location and any recently constructed path improvements. The survey will be plotted and formatted into plan & profile sheets. Existing cross sections will be developed for the section.

HLR will provide land survey, a permanent easement document and plat for the Walgreens property, if needed for proposed improvements.

Task 2 – Hydraulics & Drainage Review

HLR will obtain the original detention design and permitting. This will reveal presence of any excess storage volume in the pond that can be used in the improvement. Compensatory storage and stormwater detention requirements (if needed) will be developed based on the recommended bridge design alternate. HLR will develop and prepare the project Drainage Report, coordinating this effort with Lake County DOT and the SMC. The existing flared end section and pipe under the commercial entrance will be evaluated for use in closed system.



Task 3 - Environmental Analysis and Permit Coordination

The project bridge crossing will be planned to minimize wetland impacts and detention volume displacement. This evaluation will include permanent and temporary impacts. An Army Corp of Engineer's permit will be required and Lake County SMC review will be required. An Environmental Survey Request will be required if additional right-of-way is required for improvements. HLR will provide an endangered species consultation.

Task 4 - Roadway Design

HLR will prepare the preliminary and final design of the geometry, profile and cross sections of the Hainesville Path. This will include the evaluation of the existing sidewalk along the Walgreens property for re-use, utility conflicts, clear zone along the highway and shoulders adjacent to the path. The existing commercial entrance will be evaluated for placement of a crosswalk. The remaining sections will be evaluated for the use of the existing roadside guardrail and obstructions this may result.

Task 7 - Structure Design

HLR will design the proposed pedestrian bridge to accommodate current AASHTO loading specifications. The substructure will be designed to provide the minimal surface impact to the site wetlands. Final design and structure plans will be prepared and sealed by a Licensed Structural Engineer.

Task 8 - Traffic Management Analysis

HLR will analyze the existing section and proposed improvements to recommend traffic management procedures during construction.

Task 9 - Final Plan Development

HLR will submit prefinal and final contract plans, specifications and estimates to LC DOT for review and approval. HLR will submit to Local Roads of IDOT for review of plans.

HLR will review the shop drawings for the prefabricated pedestrian bridge and any other items requiring review.

Task 10 - Roadway Agency Coordination

HLR will coordinate project activities with the Lake County DOT Project Manager on an ongoing basis via phone, fax, email and personal meetings. HLR will review and modify the preliminary improvement recommendations and the prefinal contract plans with LCDOT and IDOT.



Task 11 - Quality Assurance / Quality Control

HLR will provide independent in-house reviews of the wetland permit, drainage report, prefinal and final contract plans to monitor compliance with policy and design standards and the goals of the Lake County DOT. QA/QC reviewers include:

Steve Megginson, P.E., C.F.M. Al Stott, P.E.

Michael Cima, P.E., S.E.

Hydraulic Analysis and Permits Roadway and Final Plans

Structural Design

All directives received for the project will be documented in writing. Directives received in phone conversations will be documented on a Telephone Conversation Memo form. Directives received in meetings will be documented in meeting minutes. Documentation will be distributed to the KDOT Project Manager, the project team and the project file.

Task 12 - Project Administration

This work effort includes the time needed by HLR for project-related payroll, progress reports, invoicing and filing.

MANHOUR ESTIMATE

Lake County DOT 20-Aug-08

Hainesville Bike Path - Section 08-00072-11-BT

 Survey Control Points & Traverse: Survey Topography and Cross Sections: Stream Survey: 	4 T5 4 T5 16 T5 16 T5 0 T5	\$77.50 \$77.50 \$77.50	\$310.00 \$310.00	
	16 T5 16 T5		\$310 00	
	16 T5	70 / / TILL		
3 Stream Survey:		\$77.50 \$77.50	\$1,240.00 \$1,240.00	
		\$77.50	\$0.00	9
4 Land Survey	0 T5	\$77.50	\$0.00	
+ Land Ourvey	16 T5 16 T5	\$77.50 \$77.50	\$1,240.00 \$1,240.00	
5 R.O.W. Research	6 E6	\$109.00	\$654.00	
	T2	\$53.00	\$0.00	
6 Coordination & Data Gathering:	2 E5	\$98.00	\$196.00	
7 Easement Plat	20 E6	\$109.00	\$2,180.00	
Total Survey & ROW:	100			\$8,610.00
PLOT EXISTING SURVEY DATA	TOTAL EMPL HOURS CLASS	HRLY RATE	TOTAL COST	
1 Plot Existing Roadway Topography:	12 T2	\$53.00	\$636.00	
2 Plot Existing Utilities:	4 T2	\$53.00	\$212.00	
3 Plot Existing Roadway Cross Sections:	8 T2	\$53.00	\$424.00	
4 Plot Existing Stream Cross Sections:	0 T4	\$67.00	\$0.00	
5 Draft Permanent Easement Plat	16 E1	\$75.00	\$1,200.00	
Total Plotting:	40			PO 470 00
				\$2,472.00
ONDUCT SPECIAL STUDIES	TOTAL EMPL HOURS CLASS	HRLY RATE	TOTAL COST	
1 Temporary Construction Detail Design	12 E8	\$134.00	\$1,608.00	
2 Draft Temporary Details	16 T5	\$77.50	\$1,240.00	
3 Data Gathering:	2 E8	\$134.00	\$268.00	
4 Project Photographs:	8 E5	\$98.00	\$784.00	
5 Archaeological & Biological Surveys:	8 E5	\$98.00	\$784.00	
Total Conduct Special Studies:	46			\$4,684.00

MANHOUR ESTIMATE

Lake County DOT 20-Aug-08

Hainesville Bike Path - Section 08-00072-11-BT

DRAINAGE REPORT	TOTAL EMPL HOURS CLASS	HRLY RATE	TOTAL COST	
1 Preliminary Bridge Design and Hydraulic Report:	24 E8	\$134.00	\$3,216.00	
, , , , , , , , , , , , , , , , , , , ,	8 E3	\$88.00	\$704.00	
2 LCSMC - Pre Application Mtg & Permitting	8 E8	\$134.00	\$1,072.00	
3 Lake County Stormwater Management Permit:	10 E6 8 E4	\$109.00 \$94.00	\$1,090.00 \$752.00	•
4 Corp of Engineers Permit Application:	16 E6	\$109.00	\$1,744.00	
5 Draft Exhibits	12 T3	\$59.00	\$708.00	-
6 Soil Erosion Control & Mitigation Plan:	12 E6 4 T3	\$109.00 \$59.00	\$1,308.00 \$236.00	
7 Typing	8 C2	\$67.50	\$540.00	
Total Drainage Report:	110			
CONTRACT PLANS AND DESIGN	TOTAL EMPL HOURS CLASS	HRLY RATE	TOTAL COST	\$11,370.00
1 Horizontal & Vertical Alignments	8 E8	\$134.00	\$1,072.00	
2 Pathway Layout and Pavement Design:	12 E5	\$98.00	\$1,176.00	
3 Detail Roadway Cross Sections	8 E5	\$98.00	\$784.00	
4 Miscellaneous Design	8 E5	\$98.00	\$784.00	
5 Pedestrian Bridge Structural Design:	24 E5	\$98.00	\$2,352.00	
6 Summ Quan, Typical Section & Misc Sheets	8 E5	\$98.00	\$784.00	
7 Drafting	24 T5	\$77.50	\$1,860.00	
8 Drafting Structural Sheets	24 T4	\$67.00	\$1,608.00	
9 Draft Roadway Cross Sections:	12 T5	\$77.50	\$930.00	
Draft Erosion Control & Mitigation Plan:	8 T5	\$77.50	\$620.00	
Draft Summ Quan, Typ Section & Misc Sheets	32 T5	\$77.50	\$2,480.00	
Total Contract Plans and Design	168			\$14 450 00
			•	\$14,450.00

MANHOUR ESTIMATE

Lake County DOT 20-Aug-08

Hainesville Bike Path – Section 08-00072-11-E	3T	20 7 lug 00		
Contract Specifications, Proposal Booklet	12 E8	\$134.00	\$1,608.00	
2 Office Review:	16 E9	\$143.50	\$2,296.00	
3 Quantity Takeoff:	8 E5	\$98.00	\$784.00	
4 Estimate of Cost:	6 E8	\$134.00	\$804.00	
5 Typing	6 C2	\$67.50	\$405.00	·
6 Printing and Copy	12 T4	\$67.00	\$804.00	
7 Revisions:	16 E8 24 T5	\$134.00 \$77.50	\$2,144.00 \$1,860.00	
8 Shop Drawing Review	8 E4	\$94.00	\$752.00	
Total Final Plan Preparation:	108			644 457 00
CONSULTATION AND COORDINATION	TOTAL EMPL HOURS CLASS	HRLY RATE	TOTAL COST	\$11,457.00
1 IDNR, USFWS, Wetland Subconsultant:	4 E8	\$134.00	\$536.00	
2 IDOT	4 E8	\$134.00	\$536.00	
3 Lake County DOT:	12 E8	\$134.00	\$1,608.00	
4 LCSMC - Pre Application Mtg & Permitting	8 E8	\$134.00	\$1,072.00	
5 Utilities:	4 E4	\$94.00	\$376.00	
Total Consultation and Coordination:	32			£4.420.00
				\$4,128.00
PROJECT ADMINISTRATION	TOTAL EMPL HOURS CLASS	HRLY RATE	TOTAL COST	
1 Project Management:	8 PR	\$153.00	\$1,224.00	•
TOTAL PROJECT MANHOURS / FEE	612		\$58,395.00	\$1,224.00
COST OF SERVICES BY OTHERS				
SOIL BORINGS (MSE&T, Inc) Sublet Service Charge LCSMC Review Fee			\$5,355.00 \$277.00 \$500.00	
TOTAL OUTSIDE SERVICES COST				\$6,132.00
TOTAL CONSULTANT FEE				\$64,527.00

MIDLAND STANDARD ENGINEERING & TESTING, INC.

26575 West Commerce Drive Volo, Illinois 60073 (847) 270-0832 f(847) 270-0836

August 12, 2008

Mr. Steve Megginson, P. E., S. E. Hampton, Lenzini and Renwick, Inc. 380 Shepard Drive Elgin, Illinois 60123-7010

Re:

Proposal for Subsurface Exploration and Analysis Pedestrian Bridge Structure Hainesville Road, North of Route 120 Lake County, Illinois

Dear Mr. Megginson:

We are pleased to have the opportunity to submit the following proposal for performance of a soil exploration for the proposed improvements.

Project Description and Scope of Work

The proposed project consists of a subsurface soil investigation to determine subsurface condition at the proposed pedestrian bridge abutment locations. The abutment locations exist along the eastside of Hainesville Road, behind an existing guardrail near a known wetland.

Method of Performance - Field Work

The subsurface soil exploration for the proposed improvements will be accomplished by performing two (2) soil borings to a depth of fifty (50) feet below the existing pavement surface. The soil borings will involve drilling test holes that incorporate standard penetration tests and split-spoon sampling at 2-1/2 to 5 foot intervals, in accordance with the current IDOT Geotechnical Manual.

Method of Performance - Analysis and Report

We propose to mobilize a drill rig to the site after notice to proceed, layout, and utility clearance. We will provide a Field Engineer at the site to layout the borings and during the drilling to observe the exploration, perform field tests and measurements, prepare field reports, and maintain contact with our office. In this way, the program can be adjusted as it progresses and more is known about

MIDLAND STANDARD ENGINEERING & TESTING, INC.

FEE AND RATE SCHEDULE GENERAL CONDITIONS

ENGINEERING AND ASSOCIATED SERVICES

Fees for our services will be based upon the time worked on the project at the following rates:

Rate Per Hour

See attached

proposal

for rates

Project Engineer

Project Mgr./Sr. Engineer, P.E.

Project Engineer, P.E.

Sr. Staff/Field Engineer

Field Engineer

Eng. Technician

Sr. Technician

Technician

CAD Draftsman

Draftsman

Word Processing

OVERTIME RATES: Applicable to all classifications below Staff Eng. - O.T. Rates are 1.40 times straight time

REIMBURSABLE EXPENSES

The following items are reimbursable to the extent of actual expenses:

- Transportation, lodging and subsistence for out of town travel
- 2. Long distance telephone, telegraph and cable charges.
- 3. Special mailings and shipping charges.
- 4. Special materials and equipment unique to the project.
- 5. Automobile travel on projects.
- Computer charges.

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, we may obtain the services of reputable subcontractors to perform such work.

SPECIAL RATES

Per Diem or other special rates can be established for specific projects when conditions indicate the desirability of such rates.

INCREASES

Fee schedule increases made by our firm on an over-all client basis will be applied to work on all projects as they become effective. At least 30 days advance notice of such increases will be given.

ACCESS TO SITES

Unless otherwise agreed, the Client will furnish us with right-ofaccess to the site in order to conduct the planned exploration. We will take responsible precautions to minimize damage to the site due to our operations, but have not included in the fee the cost of restoration of any damage resulting from the operations. If the Client desires, we will restore any damage to the site and add the cost of restoration to the fee. WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE WORK UNDER ORAL AGREEMENT UPON FAILURE OF THE CLIENT TO PAY INVOICES AS DUE.

INSURANCE

We maintain Workman's Compensation Insurance and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury (limit \$1,000,000 each occurrence, \$1,000,000 aggregate) and property damage (limit \$1,000,000 each occurrence, \$1,000,000 aggregate).

Within the limits of said insurance, we agree to hold the client hamless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of ourselves, our employees, agents, subcontractors and their employees and agents. If the client placed greater responsibilities upon us or requires further insurance coverage, we if specifically so directed will take out additional insurance (if procurable) to protect us, at the clients' expense. But we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of our insurance.

LIMITATION OF PROFESSIONAL LIABILITY

The Client recognizes the inherent risks connected with construction. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of our profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting service or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense or expenses to be levied against us on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$2,000,000, or the amount of our fees, which ever is greater.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of the services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and data will be provided at clients request, but each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of 1 1/2% per month, or the maximum rate allowed by law on past due accounts.

The clients obligation to pay for the work contracted is in no way dependent upon the clients ability to obtain financing, zoning, approval of governmental or regulatory agents, or upon the client's successful completion of the project.